

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
(St. Louis Division)**

In re:)
)
Denan Genine McSellers)
) Case No.: 16-47479
Debtor,)
) Chapter 13
US Bank Trust National Association as Trustee of)
the SCIG Series III Trust)
)
Successor Movant.

NOTICE OF BREACH

COME NOW BSI Financial Services, Inc. the loan servicing agent for US Bank Trust National Association as Trustee of the SCIG Series III Trust the successor in interest to Bayview Loan Servicing, LLC's, and for its Notice of Breach states as follows:

1. In resolution of Bayview Loan Servicing, LLC's Motion for Relief from the Automatic Stay in regards to realty located at 3861 Lafayette, St. Louis, Missouri 63110 owned by the Debtor, an Order was entered by this Court on or about April 18, 2017.
2. Pursuant to the Order, Debtor agreed to make monthly arrearage payments from May 15, 2017 to October 15, 2017 in the amount of \$500.87 per month along with regular monthly post-petition payments in the amount of \$565.01.
3. It was further stipulated that in the event the Debtor failed to perform making the payments due under the Stipulated Order, Movant was required to file this Notice of Breach with the Court allowing the Debtor 14 days of the date of the Notice of Breach to cure the delinquency or file an objection. Thereafter Movant would be entitled to an Order from the Court granting relief from the automatic stay allowing Movant it's successors or assigns to proceed with foreclosure and to pursue its remedies under state law in connection with the subject Note and Deed of Trust. The Order further stipulated that the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
4. The Debtor has failed to make the July 1, 2017 through October 1, 2017, each in the amount of \$546.26. November, 2017 through January 1, 2018, each in the amount of \$565.01. February 1, 2018 through May 1, 2019, each in the amount of \$624.91. June 1, 2019 through November 1, 2019, each in the amount of \$776.45

and has failed to make the June 15, 2017 through October 15, 2017 arrears payments as outlined in the consent order and is currently in breach of the stipulated order in the amount of \$21,091.68 which includes the allowable \$50.00 fee for preparation of this Notice of Breach.

WHEREFORE, pursuant to the Order, successor Movant hereby gives notice that in the event that the Debtor does not tender funds sufficient to cure the breach or does not object with a valid defense as to the breach within 14 days of the date of the certificate of service below, the Movant, its successors and assigns, will request that this Court execute an Order granting the Movant, its successors and assigns, relief from the automatic stay allowing Movant, its successors and assigns, to pursue any remedies afforded to it under state law.

Respectfully submitted,

MARINOSCI LAW GROUP, P.C.

/s/ David V. Noyce
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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was filed on ECF with electronic notices being sent to all ECF parties and sent via U.S. First Class mail on November 19, 2019, to all non-ECF parties:

Danan Genine McSellers
3861 Lafayette Avenue
Saint Louis, MO 63110

Michael J. Watton
700 North Water Street, Suite 500
Milwaukee, WI 53202
Attorney for Debtor

Roscoe Douglas (Co-debtor)
3861 Lafayette Avenue
Saint Louis, MO 63110

Diana S. Daugherty
P.O. Box 430908
St. Louis, MO 63143
Bankruptcy Trustee

Office of the U.S. Trustee
111 S. Tenth Street, Suite 6353
St. Louis, MO 63102

/s/ David V. Noyce
David V. Noyce

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
Eastern Division

)
In re:)
)
DANAN GENINE MCSELLERS)
)
Debtor,) **Case No. 16-47479-659**
)
BAYVIEW LOAN SERVICING, LLC,) **Chapter 13**
A DELAWARE LIMITED LIABILITY)
COMPANY) **DOCKET NO. 44**
)
Movant,)
)
v.) **Hearing Date: March 27, 2017**
) **Hearing Time: 10:00 AM**
) **Answer Date: March 20, 2017**
DANAN GENINE MCSELLERS)
ROSCOE DOUGLAS)
)
Respondents.)

CONSENT ORDER AND STIPULATION
IN SETTLEMENT OF MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY

COMES NOW Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, its subsidiaries, affiliates, predecessors in interest, successors or assigns ("Movant") by and through counsel, Melinda J. Maune, Amy T. Ryan and the law firm of Martin Leigh PC, and Debtor by counsel, Michael J. Watton, the parties agree to the following Consent Order and Stipulation in settlement of the Movant's Motion for Relief from Automatic Stay and Co-Debtor Stay.

1. On March 2, 2017, Movant filed its Motion for Relief from the Automatic Stay with respect to the property known as:

THE FOLLOWING DESCRIBED PARCEL OF LAND, AND IMPROVEMENTS AND APPURTENANCES THERETO IN THE COUNTY OF CITY, STATE OF MISSOURI TO WIT: LOT 24 OF SHAW LAFAYETTE AVENUE ADDITION AND IN BLOCK 5437 OF THE CITY OF ST. LOUIS FRONTING THIRTY FEET ON THE NORTH LINE OF LAFAYETTE AVENUE, BY A DEPTH NORTHWARDLY OF 130 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED BY FEE SIMPLE QUIT CLAIM DEED FROM DANAN G. MCSELLERS SINGLE AND ANN HUDSON SINGLE, JOINT TENANTS TO DANAN G. MCSELLERS SINGLE, DATED 02/05/1999 RECORDED ON 02/24/1999 IN BOOK M1486, PAGE 1480 IN SAINT LOUIS CITY RECORDS, STATE OF MO.

The above-described property is also known as 3861 Lafayette, St Louis, MO 63110 ("Property").

2. The parties agree that the post-petition delinquency including fees and costs, but excluding late fees and default interest, is \$3005.24. Any and all interest and default interest that has accrued is allowed per the terms of the Note and Deed of Trust. Movant is not adequately protected if post-petition payments are not made by the Debtor. Said total sum represents:

1. 5 mortgage payments (12/216-4/2017) @ \$546.26 each	\$2,731.30
2. Movant's attorney fees (\$600.00) and costs (\$176.00)	\$776.00
3. Less suspense balance	\$(502.06)

3. Debtor will make payments as follows:

1. May 15, 2017	\$500.87
2. June 15, 2017	\$500.87
3. July 15, 2017	\$500.87
4. August 15, 2017	\$500.87
5. September 15, 2017	\$500.87
6. October 15, 2017	\$500.89

4. Debtor will begin making the regular monthly payments to Movant on May 1, 2017, and continue making those payments each and every month thereafter pursuant to the terms and conditions of the existing Note and Deed of Trust. ***Payments shall be in the form of a Cashier's Check or Money Order, and mailed to the following address:***

**Bayview Loan Servicing, LLC
Attention: Bankruptcy Department
4425 Ponce De Leon Blvd., 5th Floor
Coral Cables, FL 33146**

5. Movant's attorney fees and costs sought in the Motion, or any balance thereon, are included in the total post-petition arrearages stated above and are hereby granted and assessed against the Debtor in the total amount of \$776..00.

6. Debtor authorizes Movant to mail to Debtor: (1) monthly mortgage statements; (2) account statements including escrow analysis; and (3) notices regarding address or payment changes provided such a change is authorized by the Note and Deed of Trust. Debtor consents to direct contact by mail for purposes of receiving this information and waives any claim for violation(s) of the automatic stay regarding same.

7. The terms of the Stipulation and the agreement reached between the parties shall remain in effect so long as the automatic stay remains in effect as to Movant. In the event the case is converted to another Chapter under Title 11 and pre-petition and/or post-petition arrearages remain unpaid, Movant shall be granted relief from the automatic stay after providing the notice as set forth in the following paragraphs.

8. Should there be a default of the terms of this Consent Order and Stipulation in settlement of the Movant's Motion for Relief from Automatic Stay, Movant may set a hearing on a future notice of default on an expedited basis.

The Court being duly advised in the premises adopts the stipulation as the findings of the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED in the event the Debtor fails to comply with any of the conditions specified in this Stipulation and Order, the Movant shall file a written Notice of Breach with the Court, and serve a copy upon the Trustee, counsel for the Debtor, and the Debtor and Co-Debtor . Such Notice shall include a statement of any alleged Breach, including an itemization of all delinquent payments and the total amount necessary to cure the breach. Movant shall be allowed attorney's fees in the amount of \$50.00 for the preparation of any Notice of Breach under this paragraph and such fees shall be included in the total amount required to cure the delinquency. Movant shall be allowed additional attorney's fees in the amount of \$100.00 for attendance at each hearing related to a Notice of Breach.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Debtor fails to cure the delinquency in full as per the terms of this stipulation, Movant may set a hearing on the breach for expedited hearing or should the Debtor fail to file an objection to the Notice of

Breach within 14 (fourteen) calendar days of the date of the Notice, Movant shall be entitled to immediate relief from the automatic stays of 11 U.S.C. § 362(a) and 1301 without further notice or hearing upon entry of an order for relief. For such purposes, Movant shall be free to exercise all of its rights and remedies under the Promissory Note, Deed of Trust, or as may otherwise be provided by law. An order entered under this paragraph shall not be stayed until the expiration of 14 days after the entry of the order. All other relief requested by Movant is hereby **DENIED** without prejudice as settled.

SO ORDERED:

Kathy A. Surratt - States
KATHY A. SURRETT-STATES
Chief United States Bankruptcy Judge

DATED: April 18, 2017
St. Louis, Missouri
jjh

Respectfully submitted & Agreed to by,

MARTIN LEIGH PC

s/Melinda J. Maune

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Approved by:

WATTON LAW GROUP

s/Michael J. Watton

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